

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

1. COREY LANDRY,)	
2. CHARLA LONG-LANDRY,)	
)	
Plaintiffs,)	
)	
v.)	Case No.: CIV-14-0192-F
)	
1. STATE FARM FIRE AND CASUALTY)	
COMPANY, an Illinois for profit Insurance)	
Corporation,)	
)	
Defendant.)	

AMENDED COMPLAINT

A. Parties

1. Plaintiffs, Corey Landry and Charla Long-Landry, are citizens of the State of Oklahoma.

2. Defendant, State Farm Fire and Casualty Company, is a foreign for profit insurance corporation incorporated and organized under the laws of the State of Illinois.

3. The principal place of business for Defendant, State Farm Fire and Casualty Company, is Bloomington, Illinois.

4. The Defendant, State Farm Fire and Casualty Company, is licensed to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this court.

B. Jurisdiction

6. The court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs

C. Facts

7. At all times material hereto, the Plaintiffs, Corey Landry and Charla Long-Landry, rented property located at 1105 SE 8th St. in Moore, Oklahoma.

8. On or about May 20, 2013, Plaintiffs' residence and personal property were damaged and/or destroyed as the result of a tornado and corresponding wind and rain. Much of Plaintiffs' personal property was damaged and/or destroyed. Said damage to Plaintiffs' personal property is covered under the terms and conditions of Plaintiffs' renters insurance policy issued by the Defendant.

9. At all times material hereto, the Plaintiffs, Corey Landry and Charla Long-Landry, were insured under the terms and conditions of a renters insurance policy, policy number 36-EP-8394-1, issued by the Defendant, State Farm Fire and Casualty Company.

10. At all times material hereto, Plaintiffs, Corey Landry and Charla Long-Landry, complied with the terms and conditions of their insurance policy.

11. Tornado, wind, and water damages are covered perils not otherwise

excluded pursuant to the terms and conditions of the policy issued by the Defendant.

D. Count I Breach of Contract

12. Plaintiffs, Corey Landry and Charla Long-Landry, hereby assert, allege and incorporate paragraphs 1-11 herein.

13. The property insurance policy No. 36-EP-8394-1, issued by Defendant, State Farm Fire and Casualty Company, was in effect on May 20, 2013.

14. The acts and omissions of Defendant, State Farm Fire and Casualty Company, in the investigation, evaluation and denial of Plaintiffs' claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought. Defendant breached its contract with Plaintiffs by failing to conduct a reasonable investigation of the Plaintiffs' claim and by improperly denying Plaintiffs' claim.

15. The Defendant's acts and omissions, including the improper denial of policy benefits, resulted in failure to pay for covered damages to the Plaintiffs' personal property that was damaged and/or destroyed as a result of the May 20, 2013 tornado.

16. The Defendant's failure to pay these covered damages is unreasonable and amounts to a breach of the insurance contract because the damages are the result of the May 20th, 2013 tornado loss, which is explicitly covered by the terms and

conditions of the policy issued by Defendant. Further, Defendant's failure to adequately investigate and document damages to Plaintiffs' property amounts to a material breach of the insurance contract as it resulted in the withholding of payment for damaged and destroyed items of personal property which are covered under the terms and conditions of Plaintiffs' insurance policy.

E. Count II Bad Faith

17. Plaintiffs, Corey Landry and Charla Long-Landry, hereby assert, allege and incorporate paragraphs 1-16 herein.

18. The acts and omissions of the Defendant, State Farm Fire and Casualty Company, in the investigation, evaluation and denial of Plaintiffs' claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

19. Defendant acted unreasonably and in bad faith by failing to adequately investigate and document damages to Plaintiffs' property. Defendant was hostile to the Plaintiffs and failed to work with the Plaintiffs in the investigation and adjustment of their property damage claim which resulted in a wrongful denial of policy benefits for covered property. Plaintiffs documented damage to much of their personal property and Defendant denied coverage without testing or otherwise properly documenting the condition of Plaintiffs' personal property. Plaintiffs tested items of personal property that were electric and these items did

not work as a result of the water from the tornado. Defendant refused to make payment for this personal property.

20. Had Defendant been reasonable in the investigation, evaluation and payment of Plaintiffs' claim, it would have resulted in the Plaintiffs being paid for damaged personal property which was omitted from the scope of damages generated by Defendant.

F. Count III Punitive Damages

21. Plaintiffs, Corey Landry and Charla Long-Landry, hereby assert, allege and incorporate paragraphs 1-20 herein.

22. The unreasonable conduct of the Defendant, State Farm Fire and Casualty Company, in the handling of Plaintiffs' claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiffs for which punitive damages are hereby sought.

G. Demand for Jury Trial

23. The Plaintiffs, Corey Landry and Charla Long-Landry, hereby request that the matters set forth herein be determined by a jury of their peers.

H. Prayer

24. Having properly pled, the Plaintiffs, Corey Landry and Charla Long-Landry, hereby seek contractual, bad faith and punitive damages against the Defendant, State Farm Fire and Casualty Company, all in an amount in excess of \$75,000.00;

including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

Michael D. McGrew, OBA# 013167

Michael D. McGrew & Associates, PC

400 N. Walker, Suite 115

Oklahoma City, Oklahoma 73102

(405) 235-9909 Telephone

(405) 235-9929 Facsimile

mcgrewslaw@yahoo.com

ATTORNEYS FOR THE PLAINTIFFS